

Settlement Agreement

This Settlement Agreement ("Agreement") is entered into this 3rd day of Feb, 2010, by, among and between THE LAURELHURST COMMUNITY CLUB ("LCC"), a Washington nonprofit corporation, and SEATTLE CHILDREN'S HOSPITAL ("Children's"), a Washington nonprofit corporation.

I. RECITALS

1.1 WHEREAS, Children's is the owner of the following properties: The approximately 21.7-acre hospital campus, with a major institution overlay ("MIO"), as described in Exhibit A-1 of this Agreement ("Current MIO Campus"); and, the approximately 1.78-acre property developed with the Hartmann building, which is outside of the Current MIO Campus, across Sand Point Way NE, as described in Exhibit A-2 of this Agreement ("Hartmann Property"); and

1.2 WHEREAS, Children's also owns residential units and has a binding purchase and sale agreement for the purchase of the approximately 6.75-acre Laurelon Terrace condominium property described in Exhibit A-3 ("Laurelon Terrace"), which abuts the Current MIO Campus, such purchase being contingent upon the approval of Children's Master Plan and the vacation of the internal streets; and

1.3 WHEREAS, development within the Current MIO Campus is regulated by Children's current major institution master plan, adopted by City Council in 1994 ("Current Master Plan"), and Children's has applied to the City of Seattle for approval of a proposed major institution master plan ("Proposed MIMP") that would, among other things, expand its MIO boundaries to include the Hartmann Property and Laurelon Terrace and increase the amount of development allowed within its MIO boundaries from 900,000 gross square feet to 2.4 million gross square feet (Seattle Children's Hospital Final Master Plan, dated November 10, 2008 together with the modifications described in Exhibit B of this Agreement, Application No. 3007521, CF No. 308884); and

1.4 WHEREAS, LCC includes members who reside on and own properties, including those in the area generally described in Attachment C-3 of Exhibit C, that are adjacent to or in close proximity to, and are directly affected by, Children's Current MIO Campus, the Hartmann Property and Laurelon Terrace; whose use and quiet enjoyment of their properties could be adversely affected by the uses and development in Children's Proposed MIMP; and whose properties will therefore be benefited by the terms of this Agreement; and

1.5 WHEREAS, the Seattle Hearing Examiner ("Hearing Examiner"), on August 11, 2009, issued a recommendation to City Council to deny Children's Proposed MIMP, but also recommended conditions of approval that should be adopted if Council decided against denial (Findings and Recommendation of the Hearing Examiner for the City of Seattle; "HE Report" or "HE Recommendation"); and

1.6 WHEREAS, on August 25, 2009, Children's timely filed an appeal to Seattle City Council, opposing the Hearing Examiner's denial recommendation and certain of her recommended conditions of approval, including those related to floor area ratio ("FAR"), the single occupancy vehicle ("SOV") goal, and the building setback along NE 45th Street; and

1.7 WHEREAS, LCC supports the Hearing Examiner's denial recommendation but, on August 25, 2009, also timely filed an appeal to Seattle City Council opposing certain of the Hearing Examiner's recommended conditions of approval, including those related to the overall square footage of development, the Hartmann Property, the Southwest Parking Garage, vehicle traffic on NE 40th Street, and replacement housing; and

1.8 WHEREAS, appeals of the Hearing Examiner's denial recommendation and conditions have also been filed by other parties who are variously supportive of or opposed to Children's Proposed MIMP; and

1.9 WHEREAS, Children's and LCC each believe that they would prevail in their appeals before City Council, but at the same time believe it preferable to promote harmony between and among themselves and to arrive at agreement on a MIMP; and

1.10 WHEREAS, Children's and LCC wish to settle their differences concerning the Proposed MIMP in an amicable manner without the need for further administrative or judicial litigation, by agreeing to parameters for future development of the New MIO Campus, modifications of Children's Proposed MIMP, and other terms relating to the Hartmann Property and other subjects; and

1.11 WHEREAS, the City of Seattle major institutions master planning process, culminating in a decision by the Seattle City Council, is the legal framework through which the agreed-upon modifications to the Proposed MIMP must be adopted; and

1.12 WHEREAS, the modifications of Children's MIO and the Proposed MIMP required by this Agreement are well within the scope of review already performed by the Citizen Advisory Committee "CAC", City departments, the Final Environmental Impact Statement, and the Hearing Examiner, and can be made without further environmental or other administrative review, therefore the Parties agree and intend that they can and should be presented in a joint request for adoption by the City Council without the necessity of remand;

1.13 NOW THEREFORE, in consideration of their mutual promises, the Parties have agreed that the terms and conditions set out below resolve completely the issues raised in the Parties' respective appeals.

II. DEFINITIONS

For the purposes of this Agreement, the following definitions apply throughout:

2.1 The "Current" MIO, MIO Boundary, Master Plan and MIO Campus are those that were approved in Children's 1994 adopted master plan.

2.2 The "Proposed" MIO, MIO Boundary, MIMP and MIO Campus are those that were proposed by Children's in its November 10, 2008 "Seattle Children's Hospital Final Master Plan" as modified by Children's in the course of review by the Department of Planning and

Development, CAC, the public, and Hearing Examiner (which modifications are listed in Exhibit B attached to this Agreement).

2.3 The "New" MIO, MIQ Boundary, MIMP and MIO Campus are those that would result from the terms and modifications in this Agreement, and that will be presented to City Council.

III. MASTER PLAN TERMS AND CONDITIONS

3.1 Master Plan Development. Future development and expansion of Children's facilities and boundaries within its MIO shall be in accordance with the Proposed MIMP, except as modified below. All of the modifications described in this Section 3.1 shall be in effect for the life of the New MIMP:

a. Hartmann Removed From Expanded MIO Boundary. Children's new MIO boundary will not include the Hartmann Property. Only the Current MIO Campus and Laurelon Terrace shall be in the New MIO Boundary and New MIMP.

b. Overall Development Square Footage. The maximum allowed overall development square footage, or "gross developable floor area", of existing and new development within the New MIO Boundary shall be no more than 2.125 million square feet. For the purposes of this Agreement, "gross developable floor area" is the number of square feet of total floor area bounded by the inside surface of the exterior wall of the structure as measured at the floor line, including all floor area, mechanical space and circulation space that is above and below grade, but excluding all above- and below-grade parking and rooftop mechanical equipment.

c. Floor Area Ratio. The maximum floor area ratio ("FAR") for development within the New MIO Boundary shall be no more than 1.9. For the purposes of this Agreement, "floor area ratio" is the square footage of above-grade gross developable floor area plus the

square footage of above-grade parking floor area, divided by the combined square footage of land in the New MIO Boundary (the Current MIO Campus plus Laurelon Terrace):

$$\frac{\text{Above-grade gross developable floor area (gsf)} + \text{Above-grade parking floor area (gsf)}}{\text{SF of Current MIO Campus} + \text{SF of Laurelon Terrace}}$$

Rooftop mechanical equipment is not included in floor area ratio calculations.

d. Limitations on Tall Structure Heights. No more than 20% of the land area within the New MIO Boundary, approximately 264,338 square feet, may include structures that exceed 90 feet in height (measured from existing or finished grade, whichever is lower). No more than 10 % of the land area within the New MIO Boundary, approximately 142,596 square feet, may include structures that exceed 125 feet in height. No structure in the New MIO Boundary shall exceed 140 feet in height, excluding rooftop mechanical equipment.

e. NE 45th Street Setback/Garden Edge: The minimum structure setback/garden edge along the entire NE 45th Street frontage of the New MIO Campus shall be 75 feet.

f. Southwest Parking Garage. The Southwest parking garage or its equivalent ("Southwest Garage") shown in Figure 47 of the Proposed MIMP shall be constructed underground in the New MIO Campus. Future above-grade development in the area where the above-grade Southwest Garage was proposed shall be in accordance with MIO height, setback and other applicable standards.

g. 40th Avenue NE. Contemporaneous with the City's consideration of traffic controls related to 40th Avenue NE in the vicinity of Children's New MIO Campus, Children's, including its transportation experts and consultants, and LCC will work with the City Department of Transportation to make best use of new technology, design features at two intersections (40th Avenue NE at Sand Point Way NE and NE 45th Street at Sand Point Way NE), parking controls in the surrounding neighborhood, and reduced use of single-occupancy vehicles, to promote the flow of traffic on NE 45th Street (west of 40th Avenue NE) and on 40th Avenue NE, to reduce the likelihood of Children's traffic cutting through the residential

neighborhood east of 40th Avenue NE, and to minimize queues on NE 45th Street, 40th Avenue NE, and Sand Point Way NE.

h. Hearing Examiner Recommended Conditions. The conditions of approval set forth in the HE Recommendation shall apply to development and uses in the New MIO Campus to the extent and in the manner stated below:

i. Condition 1, pertaining to overall development square footage, is modified per Paragraph 3.1.b. of this Agreement.

ii. Condition 2, concerning Floor Area Ratio (FAR), is modified per Paragraph 3.1.c. of this Agreement.

iii. Conditions 3, conditioning down the height limit from MIO 160 to 140 feet and 125 feet is accepted as set forth by the Hearing Examiner

iv. Condition 4, regarding the measurement of heights from existing or finished grade, whichever is lower, is accepted as set forth by the Hearing Examiner

v. Condition 5, adding upper level setbacks along 40th Avenue NE and Sand Point Way NE, is accepted as set forth by the Hearing Examiner.

vi. Condition 6, increasing the entire south setback along NE 45th Street to 75 feet in width is accepted as set forth by the Hearing Examiner and Paragraph 3.1.e of this Agreement.

vii. Condition 7, pertaining to the development of the Hartmann Property in the MIO, is eliminated per Paragraph 3.1.a of this Agreement.

viii. Condition 8, concerning restrictions against above-ground development within the setback area is accepted as set forth by the Hearing Examiner.

ix. Condition 9 pertaining to the development of the Hartmann Property in the MIO is eliminated per Paragraph 3.1.a of this Agreement.

x. Condition 10, requiring a minimum of 41% open space, is accepted as set forth by the Hearing Examiner.

xi. Condition 11, requiring open space connections and access points to the campus, is accepted as set forth by the Hearing Examiner.

xii. Condition 12, concerning proposed parking, is accepted as set forth by the Hearing Examiner.

xiii. Condition 13, regarding the amendment of Table 3 "Development Standard Comparisons", is accepted as set forth by the Hearing Examiner.

xiv. Condition 14, requiring the development of Design Guidelines prior to the submittal of the first MUP, is accepted as set forth by the Hearing Examiner.

xv. Condition 15, mandating the creation of a Standing Advisory Committee, is accepted as set forth by the Hearing Examiner.

xvi. Condition 16, requiring SAC review and comment on all structures over 37 feet in height, is accepted as set forth by the Hearing Examiner.

xvii. Condition 17, requiring documentation to the Director and the SAC clearly demonstrating the need for additional construction directly related to patient care, is accepted as set forth by the Hearing Examiner.

xviii. Condition 18, pertaining to the TMP goal should be replaced with the following: The Transportation Management Plan ("TMP") will be governed consistent with Director's Rule 19-2008. In addition, Children's shall achieve a 30% SOV goal at full build out of the

New MIMP. The 30% SOV goal shall be achieved in increments, as Children's moves from its current 38% SOV mode split to the 30% goal at build out of the New MIMP.

xix. Condition 19, limiting the lease or rental of buildings on Children's extended campus, is accepted as set forth by the Hearing Examiner.

xx. Condition 20, setting forth the parameters for a replacement housing agreement between Children's and the City of Seattle prior to demolition, is accepted as set forth by the Hearing Examiner.

xxi. Condition 21, regarding the development of a Construction Management Plan to mitigate noise, traffic, impacts on pedestrian walkways, etc, is accepted as set forth by the Hearing Examiner.

xxii. Condition 22, pertaining to the development of the Hartmann Property in the MIO, is eliminated from the MIMP except that the traffic signal for 40th Ave NE shall be installed and functioning before issuance of the Certificate of Occupancy for Phase I.

xxiii. Conditions 23 through 25, SEPA conditions regarding geology (erosion, spillage and use of tarps) are accepted as set forth by the Hearing Examiner.

xxiv. Conditions 26 through 31 establishing SEPA conditions related to air quality, such as asbestos removal, lead surveys, delivery schedules to minimize impact on the neighborhood, covering exposed slopes, and perimeter railings with mesh partitioning, are accepted as set forth by the Hearing Examiner.

xxv. Conditions 32 through 35 limiting noise by establishing specific work hours, avoiding impact pile driving, noise limiting building design and informing neighbors of potential noise, are accepted as set forth by the Hearing Examiner.

xxvi. Condition 36, detailing onsite transportation improvements, including a shuttle hub and enhanced campus pathway, is accepted as set forth by the Hearing Examiner.

xxvii. Condition 37, elaborating on near-site improvements in conjunction with SDOT, WSDOT and the Burke-Gilman Trail, is accepted as set forth by the Hearing Examiner.

xxviii. Condition 38, addressing the contingency of off-site parking, is accepted as set forth by the Hearing Examiner.

xxix. Condition 39, the enhancement of Children's TMP to achieve a 30% single occupancy vehicle (SOV) rate, is accepted as set forth by the Hearing Examiner.

xxx. Conditions 40 and 41, requiring Children's to contribute to the installation of traffic signals and \$500,000 for an Intelligent Transportation System, are accepted as set forth by the Hearing Examiner.

xxxi. Condition 42, mandating Children's contribution of approximately \$1.4 million dollars towards improvement projects identified from the University Area Transportation Strategy, is accepted as set forth by the Hearing Examiner.

xxxii. Condition 43, addressing Children's contribution of \$2 million dollars for pedestrian and bicycle improvements in Northeast Seattle, is accepted as set forth by the Hearing Examiner.

IV. ADDITIONAL PROVISIONS

4.1 Cooperation in Seeking Changes to Proposed Master Plan: Neither Children's nor LCC shall seek and Children's shall not implement, any element of an approved New MIMP that is inconsistent with this Agreement.

4.2 Development of Hartman Property Outside Children's MIO.

a. Concurrent with development of Phase 2 of the New MIMP, Children's commits to the following measures:

i. All Sequoia trees in the existing grove on the Hartmann Property shall be retained to the extent they are healthy;

ii. A landscape/green screen shall be provided along the north, south and west edges of the Hartmann Property, and Children's shall seek neighborhood and community organization input and review during its design;

iii. A pedestrian, bicycle and non-motorized vehicle access connection between Sand Point Way NE and the Burke Gilman Trail shall be provided within the north setback, and shall be designed in partnership with the City as well as Hawthorne Hills, Ravenna/Bryant, and Laurelhurst neighborhoods and community organizations;

b. After final City adoption of a New MIMP consistent with this Agreement, LCC will support a rezone of the Hartmann Property to Neighborhood Commercial 2 with a 40-foot height limit (or the closest equivalent of least impact in Seattle's Land Use Code, should the designation be modified in the future). At the time of redevelopment of the Hartmann Property, such development will be subject to the conditions in Paragraph 4.2.a above. In addition, a construction management plan shall be developed that includes the following with respect to the Laurelhurst Condominium and other buildings near the Hartmann Property:

i. A system to keep dust from entering through building windows and vents;

ii. Legal assurance that the water table surrounding the Hartmann Property will not be changed to the detriment of the Laurelhurst Condominium;

iii. Legal assurance that construction workers will be precluded from using the Laurelhurst Condominium parking area adjacent to the Hartmann Property; and

iv. The buildings shall be washed when construction is completed

4.3 Expense Reimbursement. In the spirit of goodwill, and in recognition of the expense borne by the community during the Proposed MIMP process over a period of several years, Children's agrees to contribute \$150,000 to LCC for neighborhood uses at LCC's discretion. One third shall be paid at execution of this Agreement, one third no later than 30 days after City Council approval of a MIMP, and the balance of the amount 240 days after City Council approval of the MIMP.

4.4 Limits on Additional Future Boundary Expansions. For a period of 50 years from the date of approval of a New MIMP that is consistent with this Agreement, there shall be no expansion of Children's MIO boundaries outward from Children's MIO campus in the following directions, as depicted in Attachment C-4 of Exhibit C (which shows such boundary lines): To the south, there shall be no expansion across NE 45th Street; to the east, no expansion across 44th Avenue NE and 45th Avenue NE; or to the north, no expansion across NE 50th Street (east of Sand Point Way NE). This provision shall be included in a covenant that is recorded against and burdens the properties described in Exhibits A-1 and A-3, runs with the land, benefits the properties in the Laurelhurst neighborhood including those described in Attachment C-3 of Exhibit C, and is binding on the Parties' respective successors and assigns. This covenant shall not be recorded until the first day following the running of the 21-day appeal period that follows a City Council decision approving a MIMP that is consistent with this Agreement, and no appeal is filed during such period. If the MIMP is appealed, this covenant shall not be recorded until the first day that follows a final judicial decision or remand decision that affirms the approval of a MIMP that is consistent with this Agreement.

4.5 Withdrawal of Appeals. Upon execution of this Agreement by LCC and Children's and after the Parties have exercised their best efforts to obtain the withdrawal or cessation of appeals by the co-appellants as provided for in Section 4.8 below, LCC and

Children's shall notify the City Council of this Agreement and of the withdrawal or cessation of appeals by LCC, Children's and any other appellants.

4.6 Joint Statement to City Council. Children's and LCC will jointly submit this Agreement to City Council along with the following joint statement:

This Settlement Agreement negotiated by Laurelhurst Community Club and Seattle Children's Hospital acknowledges important principles on both sides of the debate over Children's expansion in Laurelhurst. It achieves a compromise between the need for Children's to expand and the livability of the adjacent neighborhoods, in response to the appeals of Laurelhurst and its co-appellants. This is consistent with and builds upon the foundation of compromises that Children's and LCC have developed with the Department of Planning and Development and the Citizens' Advisory Committee Majority and Minority Reports. Children's and LCC acknowledge the role that participants have played in achieving a solution that allows everyone to move forward. And, we hope that the City Council, after due consideration consistent with its controlling role, will recognize and include the provisions of this Agreement in its master plan decision.

4.7 LCC Participation in Future Review Processes for New MIMP Projects and Hartmann Property. LCC has agreed not to file an appeal, or the legal equivalent of an appeal, of the New MIMP (or related Master Use Permits ("MUPs") and Certificates of Need to implement the New MIMP) so long as the New MIMP or related MUPs and Certificates of Need are in compliance with this Agreement. Notwithstanding the foregoing, under the terms of this Agreement, LCC has not waived its right to and is not prohibited from participating fully in public processes concerning the New MIMP implementation, MUPs, and related applications and approvals, so long as said participation is consistent with this Agreement. Issues that may be addressed by LCC in such future reviews include but are not limited to façade design and massing, building orientation, open space design, light and glare, materials, pedestrian treatment, the construction management plan, and the like. For example, LCC may:

- Review and comment on proposals for consistency with this Agreement and the New MIMP;
- Review and comment on project level issues that are not resolved or governed by this Agreement and the New MIMP;
- Review and comment on any environmental review that is outside the scope of master plan review;
- Participate in Standing Advisory Committee meetings, e.g., as members of the public and as member representatives
- So long as consistent with the terms of this Agreement, review and comment on compliance with and implementation of New MIMP provisions.

As part of LCC's and Children's efforts to work together, LCC shall have the opportunity to review and comment on MUP submittals at a stage that will allow for identification of potential concerns and an opportunity for them to be resolved. At the time of MUP submittal, Children's will provide a copy to LCC of the MUP submittals as accepted by DPD. In addition, Children's will support the inclusion of two LCC designees as members of the Standing Advisory Committee

4.8 Withdrawal of Co-Appeals and Cessation of Support for Them. The Parties agree to immediately and actively pursue in good faith, using their best efforts, the withdrawal or cessation, prior to February 3, 2010, of all other appeals made with respect to Children's Proposed MIMP now pending before City Council. In the event that LCC and Children's are unable to enlist all Proposed MIMP appellants to withdraw or agree to cease pursuit of their appeals, then LCC and Children's (and any other appellants who are in opposition to the appeal by such party) reserve the right to oppose before the City Council arguments made by any appellant whose appeal position is opposite their own.

4.9 No LCC Support for Other Appeals. LCC, including its Board, officers, and counsel, further agrees that it will not support, directly or indirectly, any current or future appeals, or legal equivalent, of Children's New MIMP, or MUPs and Certificates of Need to

implement the New MIMP, so long as the New MIMP, MUPs and Certificates of Need are in compliance with this Agreement.

4.10 Mutual Respect and Creation of a Joint Committee. Children's and LCC, including their Boards, officers, affiliates, and counsel, agree to establish and maintain a relationship of mutual trust and respect. To provide a means for maintaining compliance with this Agreement, communication, and trust, LCC and Children's will establish a committee consisting of at least four representatives (two from Children's and two from LCC). Details of this committee will be agreed to and finalized thirty days after signing of this Agreement. Parties shall make a good faith effort to investigate and resolve compliance issues within 21 days of an initial meeting concerning said issue and within that time shall respond in writing with its proposed resolution or response. Nothing in the foregoing shall preclude the Parties from pursuing other remedies for compliance, as allowed under this Agreement.

4.11 Reservation of Rights

a. In the event that the City Council or another body with jurisdiction grants Children's greater development rights than provided for in this Agreement, Children's agrees to accept such New MIMP but not to develop the New MIMP in a manner that is in excess of or inconsistent with the limitations set forth in Section 3.1.

b. If the City Council imposes further limitations on the New MIMP that Children's believes substantially impair its expansion needs, Children's reserves the right to challenge such City Council decision through a petition to Superior Court in accordance with the Land Use Petition Act. Unless Children's determines to bring such petition to Superior Court within the requisite 21 days for such appeals, Children's will be deemed to have accepted the New MIMP and the MIMP will be deemed by Children's to be consistent with this Agreement.

c. In either event, the terms and conditions of this Agreement will remain in place i) through the duration of the New MIMP that is accepted by Children's, or ii) through the period of any appeal by Children's and then through the duration of the New MIMP that Children's is able to obtain as a result of such appeal and accepts, subject at all times to the limitations in Paragraph 4.11.a.

V. GENERAL TERMS

5.1 With the exception of the provision of Section 4.5 dealing with limit on future MIMP boundary expansions, the duration of this Agreement shall be the same as the life of the New MIMP that is approved by the City Council and accepted by Children's.

5.2 The Recitals are parts of this Agreement. This Agreement represents the entire agreement and understanding of the Parties. All previous negotiations and verbal and/or written agreements or correspondences are superseded by this Agreement.

5.3 The Parties represent that each person executing this Agreement has full and complete legal and corporate authority to bind each of the Parties to the agreements made herein. This Agreement is binding upon and governs the actions of the respective Parties and their officers and Board members. The Parties shall further advise and instruct their counsel that actions inconsistent with this Agreement would constitute conflicts with their obligations to their clients.

5.4 This Agreement is a product of arms-length negotiations among parties represented by counsel. Except as set forth in writing in this Agreement, each Party's decision to execute this Agreement is not predicated on or influenced by any declarations or representations of the other Party. By signing this Agreement, the Parties warrant, guarantee, and attest that they understand its contents, and that this Agreement is entered into freely and voluntarily.

5.5 If either Party defaults in its obligations under this Agreement and/or otherwise breaches or is not in compliance with its terms, the Parties each acknowledge that damages may not be an adequate remedy for every breach and the Party alleging breach shall be entitled to bring suit for specific performance, injunctive, and other relief.

5.6 The venue of any action which may be filed with respect to this Agreement shall be determined pursuant to statute.

5.7 Should any portion of this Agreement be found to be illegal or in conflict with any laws of the State of Washington, or the United States, or otherwise rendered unenforceable, it shall be enforced to the fullest extent allowed, and the validity of the remaining provisions shall not be affected thereby.

5.8 This Agreement shall be binding on the successors and assigns of the Parties. This Agreement shall not be recorded. However, a memorandum in the form attached as Exhibit D, evidencing the existence of this Agreement and citing the relevant Seattle City Council Files, shall be recorded against the land described in Exhibits A-1, A-2, and A-3. In the event of a transfer in whole or in part of ownership or control of Children's, the transferee shall be provided with a copy of this Agreement and informed that the Agreement binds the transferee.

5.9 This Agreement may be executed in counterparts, each of which, when so executed and delivered, shall be an original. Such counterparts shall constitute one and the same instrument and agreement.

5.10 This Agreement may not be modified in whole or in part except by written agreement signed by all Parties.

5.11 The Parties shall use their best efforts in accordance with Section 4.8 above to enlist the other appellants of the Proposed MIMP to sign a separate signature page indicating their willingness to cease pursuit of and/or withdraw their appeals. The form of such signature page, which may be signed in counterparts, shall be as follows:

Heading: "The undersigned appellant(s) to the City Council in the matter of Seattle Children's Hospital's Master Plan (CF 308884) have reviewed the proposed modifications of Children's Master Plan as set forth in the Settlement Agreement between LCC and Children's and agree to cease pursuit of and/or withdraw their respective appeal(s) before the Council."

IN WITNESS WHEREOF, the undersigned have executed this Agreement on behalf of their respective corporations as of _____, 2010.

THE LAURELHURST COMMUNITY CLUB,

A Washington nonprofit corporation

By: Jeannie Hale

Jeannie Hale, President

By: Stan Sorscher

Stan Sorscher, Secretary

SEATTLE CHILDREN'S HOSPITAL,

A Washington nonprofit corporation

By: _____

Thomas H. Hansen, CEO

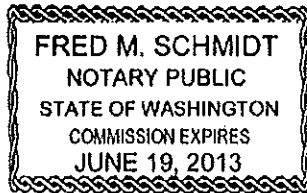
By: _____

Priscilla Joondeph, Chair SCH Board of Trustees

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 31st day of January, 2010, before me, a Notary Public in and for the State of Washington, personally appeared JEANNIE HALE, proven to me on the basis of satisfactory evidence to be the person who executed this instrument, and stated that she was authorized to execute this instrument as the President of The Laurelhurst Community Club as her free and voluntary act for the uses and purposes set forth in the instrument.

IN WITNESS WHEREOF, I have set my hand and official seal the day and year first written above.



Fred M. Schmidt

NOTARY PUBLIC in and for the State of Washington, residing at Seattle, WA.

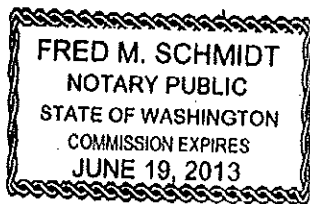
My appointment expires June 19, 2013

Print Name Fred M. Schmidt

STATE OF WASHINGTON)
)
COUNTY OF KING)

On this 31st day of January, 2010, before me, a Notary Public in and for the State of Washington, personally appeared STAN SORSCHER, proven to me on the basis of satisfactory evidence to be the person who executed this instrument, and stated that he was authorized to execute this instrument as the Secretary of The Laurelhurst Community Club as his free and voluntary act for the uses and purposes set forth in the instrument.

IN WITNESS WHEREOF, I have set my hand and official seal the day and year first written above.



Fred M. Schmidt
NOTARY PUBLIC in and for the State of
Washington, residing at Seattle, WA
My appointment expires June 19, 2013
Print Name Fred M. Schmidt

STATE OF WASHINGTON)
)
COUNTY OF KING)

On this ____ day of _____, 2010, before me, a Notary Public in and for the State of Washington, personally appeared THOMAS H. HANSEN, proven to me on the basis of satisfactory evidence to be the person who executed this instrument, and stated that he was authorized to execute this instrument as the CEO of Seattle Children's Hospital as his free and voluntary act for the uses and purposes set forth in the instrument.

IN WITNESS WHEREOF, I have set my hand and official seal the day and year first written above.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____
Print Name _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement on behalf of their respective corporations as of 3 February 2010.

THE LAURELHURST COMMUNITY CLUB,

SEATTLE CHILDREN'S HOSPITAL,

A Washington nonprofit corporation

By: Thomas N. Hansen

Thomas ^{N.} Hansen, CEO

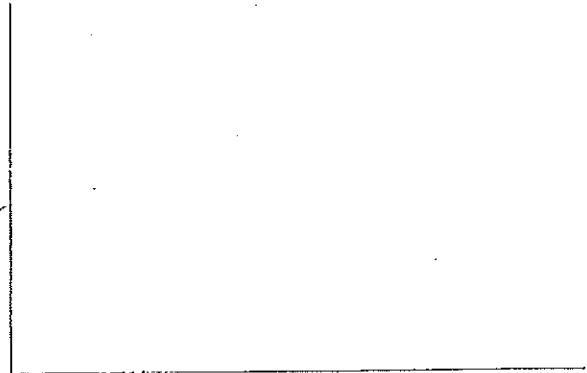
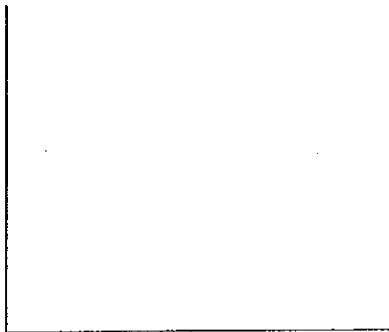
By: Priscilla Joondeph

Priscilla Joondeph, Chair SCH Board of Trustees

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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IN WITNESS WHEREOF, I have set my hand and official seal the day and year first written above.



STATE OF WASHINGTON)
)
COUNTY OF KING)

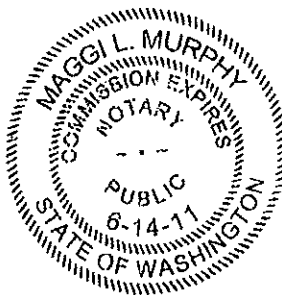
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IN WITNESS WHEREOF, I have set my hand and official seal the day and year first written above.

STATE OF WASHINGTON)
)
COUNTY OF KING)

On this 3rd day of February, 2010, before me, a Notary Public in and for the State of Washington, personally appeared THOMAS H. HANSEN, proven to me on the basis of satisfactory evidence to be the person who executed this instrument, and stated that he was authorized to execute this instrument as the CEO of Seattle Children's Hospital as his free and voluntary act for the uses and purposes set forth in the instrument.

IN WITNESS WHEREOF, I have set my hand and official seal the day and year first written above.

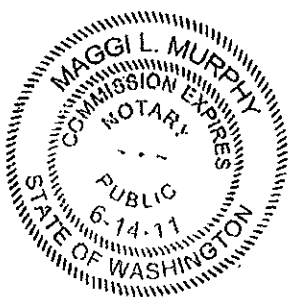


Maggi L. Murphy
NOTARY PUBLIC in and for the State of
Washington, residing at Seattle, WA
My appointment expires 14 June 2011
Print Name Maggi L. Murphy

STATE OF WASHINGTON)
)
COUNTY OF KING)

On this 3rd day of February, 2010, before me, a Notary Public in and for the State of Washington, personally appeared PRISCILLA JOONDEPH, proven to me on the basis of satisfactory evidence to be the person who executed this instrument, and stated that she was authorized to execute this instrument as the Chair SCH Board of Trustees of Seattle Children's Hospital as her free and voluntary act for the uses and purposes set forth in the instrument.

IN WITNESS WHEREOF, I have set my hand and official seal the day and year first written above.



Maggi L. Murphy
NOTARY PUBLIC in and for the State of
Washington, residing at Seattle, WA
My appointment expires 14 June 2011
Print Name Maggi L. Murphy

EXHIBIT A-1

EXISTING CAMPUS

PARCEL A

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING ON THE EASTERLY LINE OF SAID SUBDIVISION AT A POINT 658.20 FEET NORTHERLY OF THE SOUTHEAST CORNER THEREOF; THENCE WEST 271.44 FEET, MORE OR LESS TO THE WESTERLY LINE OF BLOCK 1, GWINN'S LAURELHURST MANOR ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 41 OF PLATS, PAGE 27, IN KING COUNTY, WASHINGTON; THENCE NORTH $0^{\circ}28'19''$ EAST ALONG THE NORTHERLY PRODUCTION OF SAID WESTERLY LINE TO THE SOUTHEASTERLY LINE OF SAND POINT WAY; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE TO THE SOUTHERLY LINE OF NORTHEAST 50TH STREET; THENCE EASTERLY ALONG SAID SOUTHERLY LINE TO THE EASTERLY LINE OF SAID SUBDIVISION; THENCE SOUTHERLY ALONG SAID EASTERLY LINE 630 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL B:

THE WEST 5.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; EXCEPT THE NORTH 30.00 FEET THEREOF; AND EXCEPT THE SOUTH 25 FEET THEREOF.

PARCEL C:

BLOCKS 1, 2, 3, 4, 5 AND 6, GWINN'S LAURELHURST MANOR ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 41 OF PLATS, PAGE 27, IN KING COUNTY, WASHINGTON.

PARCEL D:

THOSE PORTIONS OF 42ND AVENUE NORTHEAST, 43RD AVENUE NORTHEAST, 44TH AVENUE NORTHEAST AND NORTHEAST 47TH STREET, VACATED UNDER ORDINANCE NO. 76010 OF THE CITY OF SEATTLE.

EXHIBIT A-2

HARTMANN

THAT PORTION OF SECTION 10 TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THE SOUTH 309 FEET OF THE NORTH 964.29 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10, LYING EAST OF THE NORTHERN PACIFIC RAILROAD RIGHT-OF-WAY, AND WESTERLY OF THE WESTERLY MARGIN OF SAND POINT WAY AS ESTABLISHED IN KING COUNTY SUPERIOR COURT CAUSE NO. 292669 UNDER ORDINANCE NO. 52478 OF THE CITY OF SEATTLE.

EXHIBIT A-3

LAURELON TERRACE

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH ALONG WEST LINE THEREOF TO ITS INTERSECTION WITH THE SOUTHEASTERLY LINE OF SAND POINT WAY; THENCE NORTH $35^{\circ}10'24''$ EAST ALONG SAID SOUTHEASTERLY LINE, TO ITS INTERSECTION WITH THE WEST LINE OF BLOCK 1 OF GWINN'S LAURELHURST MANOR ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 41 OF PLATS, PAGE 27, IN KING COUNTY, WASHINGTON, PRODUCED NORTH; THENCE SOUTH ALONG SAID PRODUCED WEST LINE OF BLOCK 1 AND THE WEST LINE OF SAID BLOCK 1 TO THE SOUTH LINE OF SAID SUBDIVISION; THENCE WEST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING; EXCEPT THE SOUTH 30 FEET FOR EAST 45TH STREET; EXCEPT PORTION THEREOF LYING WITHIN 40TH AVENUE NORTHEAST; EXCEPT THAT PORTION THEREOF LYING WITHIN THE ALLEY ADJOINING TO THE WEST LINE OF SAID BLOCK 1, GWINN'S LAURELHURST MANOR ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 41 OF PLATS, PAGE 27, IN KING COUNTY, WASHINGTON. EXCEPT A STRIP OF PARCEL OF LAND 50 FEET IN WIDTH OVER AND ACROSS A PORTION OF THE SOUTHEAST QUARTER OF THAT SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, THE CENTERLINE OF WHICH SAID STRIP IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE ON THE WEST LINE THEREOF NORTH $0^{\circ}25'38''$ WEST 235.54 FEET; THENCE NORTH $89^{\circ}34'22''$ EAST 30 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID POINT NORTH $89^{\circ}34'22''$ EAST 129 FEET TO A POINT OF CURVE TO THE LEFT; THENCE WITH A RADIUS OF 42.50 FEET FOLLOWING THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90° FOR A DISTANCE OF 66.76 FEET TO A POINT OF TANGENCY; THENCE ON SAID TANGENT NORTH $0^{\circ}25'38''$ WEST 179.85 FEET TO A POINT OF CURVE TO THE RIGHT; THENCE WITH A RADIUS OF 204 FEET FOLLOWING THE ARC OF SAID CURVE IN A NORTHERLY DIRECTION THROUGH A CENTRAL ANGLE OF $27^{\circ}32'09''$ FOR A DISTANCE OF 98.04 FEET TO A POINT OF TANGENCY; THENCE ON SAID TANGENT NORTH $27^{\circ}06'31''$ EAST 111.02 FEET TO A POINT OF CURVE TO THE LEFT; THENCE WITH A RADIUS OF 330 FEET FOLLOWING THE ARC OF SAID CURVE IN A NORTHERLY DIRECTION THROUGH A CENTRAL ANGLE OF $13^{\circ}08'00''$ FOR A DISTANCE OF 75.64 FEET TO A POINT OF COMPOUND CURVE; THENCE WITH A RADIUS OF 98.94 FEET FOLLOWING THE ARC OF SAID CURVE TO THE LEFT IN A NORTHERLY DIRECTION THROUGH A CENTRAL ANGLE OF $89^{\circ}00'00''$ FOR A DISTANCE OF 119.15 FEET TO A POINT OF TANGENCY; THENCE ON SAID TANGENT NORTH $55^{\circ}01'29''$ WEST 58.75 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAND POINT WAY; AND EXCEPT THE WEST 30 FEET OF THE NORTH 368 FEET OF THE SOUTH 398 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON.

EXHIBIT B

Changes to Children's November 10, 2009 Proposed Master Plan
(made after 11/10/09, as a result of public review process)

1. MIO upper level setback extended inward 80 feet from 40th Avenue NE and 30 feet inward from Sand Point Way NE (per CAC Recommendation).
2. Requirement that Children's draft a comprehensive set of Design Guidelines for its campus. These Design Guidelines must be reviewed by the Seattle Design Commission and approved by the DPD. Children's supports the request that DPD provide an opportunity for public comment on the proposed Design Guidelines. These Design Guidelines, once adopted, will be used by the Standing Advisory Committee (SAC) and the DPD in the review of projects proposed for implementation of the MIMP (per DPD recommendation).
3. Children's gross developable floor area includes mechanical space (per Children's Reply statement).
4. Other changes that have been incorporated into the Hearing Examiner's recommended conditions and accepted by Children's.

EXHIBIT C

After Filing Return To:
John E. Keegan
Davis Wright Tremaine LLP
1201 Third Avenue, Suite 2200
Seattle, Washington 98101-3045

COVENANT RUNNING WITH THE LAND

Grantor: Seattle Children's Hospital, a Washington non-profit corporation

Grantee: The Laurelhurst Community Club, a Washington non-profit corporation

Abbreviated Legal Description: (lot, block and plat name, or section-township-range):

Property A-1 (Original campus): Portion of the West half of the SE quarter of the SW quarter of Section 10, Township 25N, Range 4 EWM, in King County, WA.

Property A-2 (Laurelon Terrace): Portion of the West half of the SE quarter of the SW quarter of Section 10, Township 25N, Range 4 EWM, in King County, WA.

Assessor's Property Tax Parcel Account Numbers: #102504-9155 [original campus] and [new parcel number assigned after purchase of Laurelon Terrace]

Reference Numbers of Documents Assigned or Released (if applicable): N/A

COVENANT RUNNING WITH THE LAND

This Covenant is granted by Seattle Children's Hospital, a Washington non-profit corporation ("Grantor"), to The Laurelhurst Community Club, a Washington non-profit corporation, and to the owners of real property within the Laurelhurst neighborhood ("Grantees"), for the purposes and for the duration set forth herein.

1. Burdened Property. The Grantor is the owner of the properties legally described in Attachments C-1 and C-2, which are attached to this Covenant and incorporated by reference (hereafter the "Burdened Property").

2. Benefited Property. Certain members of The Laurelhurst Community Club and other persons are the owners of the property within the neighborhood in the City of Seattle generally known as "Laurelhurst," which, for purposes of this Covenant, includes the area generally described in Attachment C-3, which is attached to this Covenant and incorporated by reference (hereafter the "Benefited Property").

3. Duration and Content of the Covenant. For a period of fifty (50) years from the Recording Date of this Covenant, there shall be no expansion of the Grantor's Major Institution Overlay ("MIO") boundaries outward from the Burdened Property in the following directions: To the south, there shall be no expansion across NE 45th Street; to the east, there shall be no expansion across 44th Avenue NE and 45th Avenue NE; and to the north, there shall be no expansion across NE 50th Street (east of Sand Point Way NE), as illustrated in the text and schematic in Attachment C-4 attached to this Covenant and incorporated by reference. The benefits and burdens of this Covenant are intended to attach to and run with the land and are binding upon and inure to the benefit of the Grantees and the burden of the Grantor, and are binding upon their respective successors and assigns. This Covenant is not intended to nor shall it be deemed to contain the grant of any right by the general public or by the Grantees to use, have right of access over, or have right of entry onto the Burdened Property. For purposes of this Covenant, the "MIO boundaries" are those established by the Major Institution Overlay Zoning District adopted by the Seattle City Council under Council File No. 308884 in accordance with the provisions of Seattle Municipal Code, Chapter 23.69, pursuant to the _____, 2010 Agreement between Seattle Children's Hospital and The Laurelhurst Community Club.

4. Miscellaneous. This Covenant shall be construed and enforced in accordance with the laws of the State of Washington. Any mediation, arbitration or legal proceeding that arises out of or in connection with this Covenant will be initiated and maintained in Seattle, Washington. Each party consents to jurisdiction and venue in the state courts of King County, Washington and/or in federal courts in the western district of Washington, and waives the right to claim that any such court is an inconvenient forum. This Covenant shall be recorded in the real property records of King County, Washington against the property described in Attachments C-1 and C-2. Upon the expiration of the fifty (50) year term of the Covenant,

the Grantor or its successor and assign shall file a recording that confirms the expiration of the Covenant.

IN WITNESS WHEREOF, THIS COVENANT has been made and signed by the Grantor and shall become effective as of the Effective Date above stated.

SEATTLE CHILDREN'S HOSPITAL, the Grantor,
a Washington non-profit corporation

By: _____
Name: _____
Its: _____

THE LAURELHURST COMMUNITY CLUB, the Grantee
a Washington non-profit corporation

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2010, before me, a Notary Public in and for the State of Washington, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he/she was authorized to execute the instrument as the _____ of SEATTLE CHILDREN'S HOSPITAL, a Washington nonprofit corporation; acknowledged said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____
Print Name _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Attachment C-1

ORIGINAL CAMPUS

PARCEL A

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING ON THE EASTERLY LINE OF SAID SUBDIVISION AT A POINT 658.20 FEET NORTHERLY OF THE SOUTHEAST CORNER THEREOF; THENCE WEST 271.44 FEET, MORE OR LESS TO THE WESTERLY LINE OF BLOCK 1, GWINN'S LAURELHURST MANOR ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 41 OF PLATS, PAGE 27, IN KING COUNTY, WASHINGTON; THENCE NORTH 0°26'19" EAST ALONG THE NORTHERLY PRODUCTION OF SAID WESTERLY LINE TO THE SOUTHEASTERLY LINE OF SAND POINT WAY; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE TO THE SOUTHERLY LINE OF NORTHEAST 50TH STREET; THENCE EASTERLY ALONG SAID SOUTHERLY LINE TO THE EASTERLY LINE OF SAID SUBDIVISION; THENCE SOUTHERLY ALONG SAID EASTERLY LINE 630 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL B:

THE WEST 5.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; EXCEPT THE NORTH 30.00 FEET THEREOF; AND EXCEPT THE SOUTH 25 FEET THEREOF.

PARCEL C:

BLOCKS 1, 2, 3, 4, 5 AND 6, GWINN'S LAURELHURST MANOR ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 41 OF PLATS, PAGE 27, IN KING COUNTY, WASHINGTON.

PARCEL D:

THOSE PORTIONS OF 42ND AVENUE NORTHEAST, 43RD AVENUE NORTHEAST, 44TH AVENUE NORTHEAST AND NORTHEAST 47TH STREET, VACATED UNDER ORDINANCE NO. 76010 OF THE CITY OF SEATTLE.

Attachment C-2

LAURELON TERRACE

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH ALONG WEST LINE THEREOF TO ITS INTERSECTION WITH THE SOUTHEASTERLY LINE OF SAND POINT WAY; THENCE NORTH $35^{\circ}10'24''$ EAST ALONG SAID SOUTHEASTERLY LINE, TO ITS INTERSECTION WITH THE WEST LINE OF BLOCK 1 OF GWINN'S LAURELHURST MANOR ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 41 OF PLATS, PAGE 27, IN KING COUNTY, WASHINGTON, PRODUCED NORTH; THENCE SOUTH ALONG SAID PRODUCED WEST LINE OF BLOCK 1 AND THE WEST LINE OF SAID BLOCK 1 TO THE SOUTH LINE OF SAID SUBDIVISION; THENCE WEST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING; EXCEPT THE SOUTH 30 FEET FOR EAST 45TH STREET; EXCEPT PORTION THEREOF LYING WITHIN 40TH AVENUE NORTHEAST; EXCEPT THAT PORTION THEREOF LYING WITHIN THE ALLEY ADJOINING TO THE WEST LINE OF SAID BLOCK 1, GWINN'S LAURELHURST MANOR ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 41 OF PLATS, PAGE 27, IN KING COUNTY, WASHINGTON. EXCEPT A STRIP OF PARCEL OF LAND 50 FEET IN WIDTH OVER AND ACROSS A PORTION OF THE SOUTHEAST QUARTER OF THAT SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, THE CENTERLINE OF WHICH SAID STRIP IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE ON THE WEST LINE THEREOF NORTH $0^{\circ}25'38''$ WEST 235.54 FEET; THENCE NORTH $89^{\circ}34'22''$ EAST 30 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID POINT NORTH $89^{\circ}34'22''$ EAST 129 FEET TO A POINT OF CURVE TO THE LEFT; THENCE WITH A RADIUS OF 42.50 FEET FOLLOWING THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90° FOR A DISTANCE OF 66.76 FEET TO A POINT OF TANGENCY; THENCE ON SAID TANGENT NORTH $0^{\circ}25'38''$ WEST 179.85 FEET TO A POINT OF CURVE TO THE RIGHT; THENCE WITH A RADIUS OF 204 FEET FOLLOWING THE ARC OF SAID CURVE IN A NORTHERLY DIRECTION THROUGH A CENTRAL ANGLE OF $27^{\circ}32'09''$ FOR A DISTANCE OF 98.04 FEET TO A POINT OF TANGENCY; THENCE ON SAID TANGENT NORTH $27^{\circ}06'31''$ EAST 111.02 FEET TO A POINT OF CURVE TO THE LEFT; THENCE WITH A RADIUS OF 330 FEET FOLLOWING THE ARC OF SAID CURVE IN A NORTHERLY DIRECTION THROUGH A CENTRAL ANGLE OF $13^{\circ}08'00''$ FOR A DISTANCE OF 75.64 FEET TO A POINT OF COMPOUND CURVE; THENCE WITH A RADIUS OF 98.94 FEET FOLLOWING THE ARC OF SAID CURVE TO THE LEFT IN A NORTHERLY DIRECTION THROUGH A CENTRAL ANGLE OF $68^{\circ}00'00''$ FOR A DISTANCE OF 119.15 FEET TO A POINT OF TANGENCY; THENCE ON SAID TANGENT NORTH $55^{\circ}01'29''$ WEST 58.75 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAND POINT WAY; AND EXCEPT THE WEST 30 FEET OF THE NORTH 368 FEET OF THE SOUTH 398 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON.

Attachment C-3

BENEFITED PROPERTY

The Benefited Property consists of properties within the neighborhood in the City of Seattle known as Laurelhurst, and is generally described below:

All of Section 15, Township 25 North, Range 4 East, WM, King County, Washington, AND That portion of the south half of Section 10, Township 25 North, Range 4 East, WM, King County, Washington, lying southeasterly of the Sand Point Way Northeast right-of-way;

EXCEPT the following described parcels of land, which include Children's original campus, the Laurelon Terrace Condominium, and various parcels of land referred to as the "Triangle Parcels."

ORIGINAL CAMPUS (Tax Parcel Nos. 1025049155, 2982800005, and 2982800100)

PARCEL A

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING ON THE EASTERLY LINE OF SAID SUBDIVISION AT A POINT 658.20 FEET NORTHERLY OF THE SOUTHEAST CORNER THEREOF; THENCE WEST 271.44 FEET, MORE OR LESS TO THE WESTERLY LINE OF BLOCK 1, GWINN'S LAURELHURST MANOR ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 41 OF PLATS, PAGE 27, IN KING COUNTY, WASHINGTON; THENCE NORTH 0°26'19" EAST ALONG THE NORTHERLY PRODUCTION OF SAID WESTERLY LINE TO THE SOUTHEASTERLY LINE OF SAND POINT WAY; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE TO THE SOUTHERLY LINE OF NORTHEAST 50TH STREET; THENCE EASTERLY ALONG SAID SOUTHERLY LINE TO THE EASTERLY LINE OF SAID SUBDIVISION; THENCE SOUTHERLY ALONG SAID EASTERLY LINE 630 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL B:

THE WEST 5.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; EXCEPT THE NORTH 30.00 FEET THEREOF; AND EXCEPT THE SOUTH 25 FEET THEREOF.

PARCEL C:

BLOCKS 1, 2, 3, 4, 5 AND 6, GWINN'S LAURELHURST MANOR ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 41 OF PLATS, PAGE 27, IN KING COUNTY, WASHINGTON.

PARCEL D:

THOSE PORTIONS OF 42ND AVENUE NORTHEAST, 43RD AVENUE NORTHEAST, 44TH AVENUE NORTHEAST AND NORTHEAST 47TH STREET, VACATED UNDER ORDINANCE NO. 76010 OF THE CITY OF SEATTLE.

LAURELON TERRACE (Insert new Tax Parcel Nos. after Purchase)

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH ALONG WEST LINE THEREOF TO ITS INTERSECTION WITH THE SOUTHEASTERLY LINE OF SAND POINT WAY; THENCE NORTH $35^{\circ}10'24''$ EAST ALONG SAID SOUTHEASTERLY LINE, TO ITS INTERSECTION WITH THE WEST LINE OF BLOCK 1 OF GWINN'S LAURELHURST MANOR ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 41 OF PLATS, PAGE 27, IN KING COUNTY, WASHINGTON, PRODUCED NORTH; THENCE SOUTH ALONG SAID PRODUCED WEST LINE OF BLOCK 1 AND THE WEST LINE OF SAID BLOCK 1 TO THE SOUTH LINE OF SAID SUBDIVISION; THENCE WEST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING; EXCEPT THE SOUTH 30 FEET FOR EAST 45TH STREET; EXCEPT PORTION THEREOF LYING WITHIN 40TH AVENUE NORTHEAST; EXCEPT THAT PORTION THEREOF LYING WITHIN THE ALLEY ADJOINING TO THE WEST LINE OF SAID BLOCK 1, GWINN'S LAURELHURST MANOR ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 41 OF PLATS, PAGE 27, IN KING COUNTY, WASHINGTON. EXCEPT A STRIP OF PARCEL OF LAND 50 FEET IN WIDTH OVER AND ACROSS A PORTION OF THE SOUTHEAST QUARTER OF THAT SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, THE CENTERLINE OF WHICH SAID STRIP IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE ON THE WEST LINE THEREOF NORTH $0^{\circ}25'38''$ WEST 235.54 FEET; THENCE NORTH $89^{\circ}34'22''$ EAST 30 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID POINT NORTH $89^{\circ}34'22''$ EAST 129 FEET TO A POINT OF CURVE TO THE LEFT; THENCE WITH A RADIUS OF 42.50 FEET FOLLOWING THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90° FOR A DISTANCE OF 66.76 FEET TO A POINT OF TANGENCY; THENCE ON SAID TANGENT NORTH $0^{\circ}25'38''$ WEST 179.85 FEET TO A POINT OF CURVE TO THE RIGHT; THENCE WITH A RADIUS OF 204 FEET FOLLOWING THE ARC OF SAID CURVE IN A NORTHERLY DIRECTION THROUGH A CENTRAL ANGLE OF $27^{\circ}32'09''$ FOR A DISTANCE OF 98.04 FEET TO A POINT OF TANGENCY; THENCE ON SAID TANGENT NORTH $27^{\circ}06'31''$ EAST 111.02 FEET TO A POINT OF CURVE TO THE LEFT; THENCE WITH A RADIUS OF 330 FEET FOLLOWING THE ARC OF SAID CURVE IN A NORTHERLY DIRECTION THROUGH A CENTRAL ANGLE OF $13^{\circ}08'00''$ FOR A DISTANCE OF 75.64 FEET TO A POINT OF COMPOUND CURVE; THENCE WITH A RADIUS OF 98.94 FEET FOLLOWING THE ARC OF SAID CURVE TO THE LEFT IN A NORTHERLY DIRECTION THROUGH A CENTRAL ANGLE OF $69^{\circ}00'00''$ FOR A DISTANCE OF 119.15 FEET TO A POINT OF TANGENCY; THENCE ON SAID TANGENT NORTH $55^{\circ}01'29''$ WEST 58.75 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAND POINT WAY; AND EXCEPT THE WEST 30 FEET OF THE NORTH 368 FEET OF THE SOUTH 398 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON.

TRIANGLE PARCELS

The properties referred to as the "Triangle Parcels" include all those parcels bounded by Sand Point Way Northeast, 40th Avenue NE, and NE 45th Street, are known as the Wells Fargo Parcel, the Springbrook Parcels, the Cahill Parcels, and the GEMA Mae Apartment Parcels, and are legally described as follows:

The Wells Fargo Parcel (Tax Parcel No. 1025049099)

That portion of Section 10, Township 25 North, Range 4 East, Willamette Meridian, in King County, Washington, described as follows: Beginning 607.34 feet South and 30 feet West of the Northeast corner of the Southwest quarter of the Southwest quarter; thence South 158.46 feet; thence West 112.69 feet; thence North 30 degrees 58' 31" East 194.52 feet to the point of beginning.

The Springbrook Parcels (Tax Parcel Nos. 7933000005 and 7933000045)

Springbrook Parcel A

A TRACT OF LAND BOUNDED ON THE SOUTH BY NORTHEAST 45TH STREET, ON THE EAST BY 39TH PLACE NORTHEAST, AND ON THE NORTHWEST BY SAND POINT WAY NORTHEAST, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1 AND 2 IN BLOCK 2, EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF SEATTLE FOR STREET PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 2611730, AND THAT PORTION OF LOTS 9 AND 10 IN BLOCK 3, LYING SOUTHEASTERLY OF SAND POINT WAY NORTHEAST, AS ESTABLISHED BY ORDINANCE NUMBER 52478 OF THE CITY OF SEATTLE, ALL IN SPRING BROOK TERRACE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 16 OF PLATS, PAGE 74, IN KING COUNTY, WASHINGTON; TOGETHER WITH THAT PORTION OF VACATED 39TH AVENUE NORTHEAST LYING BETWEEN SAID BLOCKS 2 AND 3 ADJOINING OR ABUTTING THEREON, WHICH UPON VACATION, ATTACHED TO SAID PREMISES BY OPERATION OF LAW, AS VACATED BY ORDINANCE NUMBER 59238 OF THE CITY OF SEATTLE; TOGETHER WITH THAT PORTION OF VACATED 39TH PLACE NORTHEAST, WHICH ATTACHED THERETO BY OPERATION OF LAW; EXCEPT FROM ALL THE ABOVE THOSE PORTIONS THEREOF CONVEYED TO THE CITY OF SEATTLE FOR STREET PURPOSES BY DEEDS RECORDED UNDER RECORDING NUMBERS 8101120613 AND 8606190426.

Springbrook Parcel B

LOTS 1, 2, 3, 4 AND 5, BLOCK 1, SPRING BROOK TERRACE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE(S) 74, IN KING COUNTY, WASHINGTON; EXCEPT THOSE PORTIONS OF SAID LOTS 1, 2 AND 3 CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 202659 FOR THE WIDENING OF SAID POINT WAY PURSUANT TO ORDINANCE NUMBER 52478 OF THE CITY OF SEATTLE;

TOGETHER WITH THAT PORTION OF VACATED 39TH PLACE NORTHEAST, WHICH ATTACHED THERETO BY OPERATION OF LAW.

Springbrook Parcel C

LOTS 6, 7 AND 8, BLOCK 1, SPRING BROOK TERRACE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE(S) 74, IN KING COUNTY, WASHINGTON;
EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF SEATTLE FOR STREET PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 8606190426;

TOGETHER WITH THAT PORTION OF VACATED 39TH PLACE NORTHEAST, WHICH ATTACHED THERETO BY OPERATION OF LAW.

Springbrook Parcel D

LOT 9 AND THE SOUTH 10 FEET OF LOT 10, BLOCK 1, SPRING BROOK TERRACE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE(S) 74, IN KING COUNTY, WASHINGTON.

The Cahill Parcels (Tax Parcel Nos. 7933000050, 7933000051, 7933000052, and 7933000050)

Lots A, B, C and D, City of Seattle Short Plat No. 2008285, recorded under King County Recording Number 2001062600008, records of King County, Washington.

Situate in the County of King, State of Washington.

(said Short Plat being a portion of Lots 10 and 11, Block 1, SPRINGBROOK TERRACE, according to the Plat thereof recorded in Volume 16 of Plats, Page 74, records of King County, Washington.)

Situate in the County of King, State of Washington

The GEMA Mae Apartment Parcels (Tax Parcel Nos. 7933000055, 7933000065, and 7933000075)

GEMA Mae Apartment Parcel A

LOT 12 AND THE NORTH 20 FEET OF LOT 11, BLOCK 1, SPRING BROOK TERRACE, AS RECORDED IN VOLUME 16 OF PLATS, PAGE 74, RECORDS OF KING COUNTY, WASHINGTON

GEMA Mae Apartment Parcel B

LOT 13 AND THE SOUTH 20 FEET OF LOT 14, BLOCK 1, SPRING BROOK TERRACE, AS RECORDED IN VOLUME 16 OF PLATS, PAGE 74, RECORDS OF KING COUNTY, WASHINGTON

GEMA Mae Apartment Parcel C

NORTH 20 FEET LOT 14, LOTS 15 AND 16, BLOCK 1, SPRING BROOK TERRACE, AS RECORDED IN VOLUME 16 OF PLATS, PAGE 74, RECORDS OF KING COUNTY, WASHINGTON

Attachment C-4

The area where there shall be no expansion of the Grantor's Major Institution Overlay boundaries, is bounded by the following streets and water bodies:

Starting at the intersection of Sand Point Way NE and NE 50th Street, proceed northeasterly along Sand Point Way NE to Ivanhoe Place NE, then proceed southeasterly on Ivanhoe Place NE and continue on such line all the way to the shores of Lake Washington, then proceed south and southwesterly along the ordinary high water mark of Lake Washington around Webster Point, then continue to proceed in a northwesterly direction along the ordinary high water mark of Lake Washington to NE 41st Street, then proceed west on NE 41st Street to its intersection with the extension of 35th Avenue NE, then proceed north on the extension of 35th Avenue NE to NE 45th Street, then proceed east on NE 45th Street to 45th Avenue NE, then proceed north on 45th Avenue NE to NE 47th Street, then proceed west on NE 47th Street to 44th Avenue NE, then north on 44th Avenue NE to NE 50th Street, then west on NE 50th Street to the point of beginning.

This area is also illustrated on the graphic map that is attached and included as part of this Attachment C-4.

Settlement Agreement between
Laurelhurst Community Club and
Seattle Children's Hospital

Exhibit C, Attachment C-4

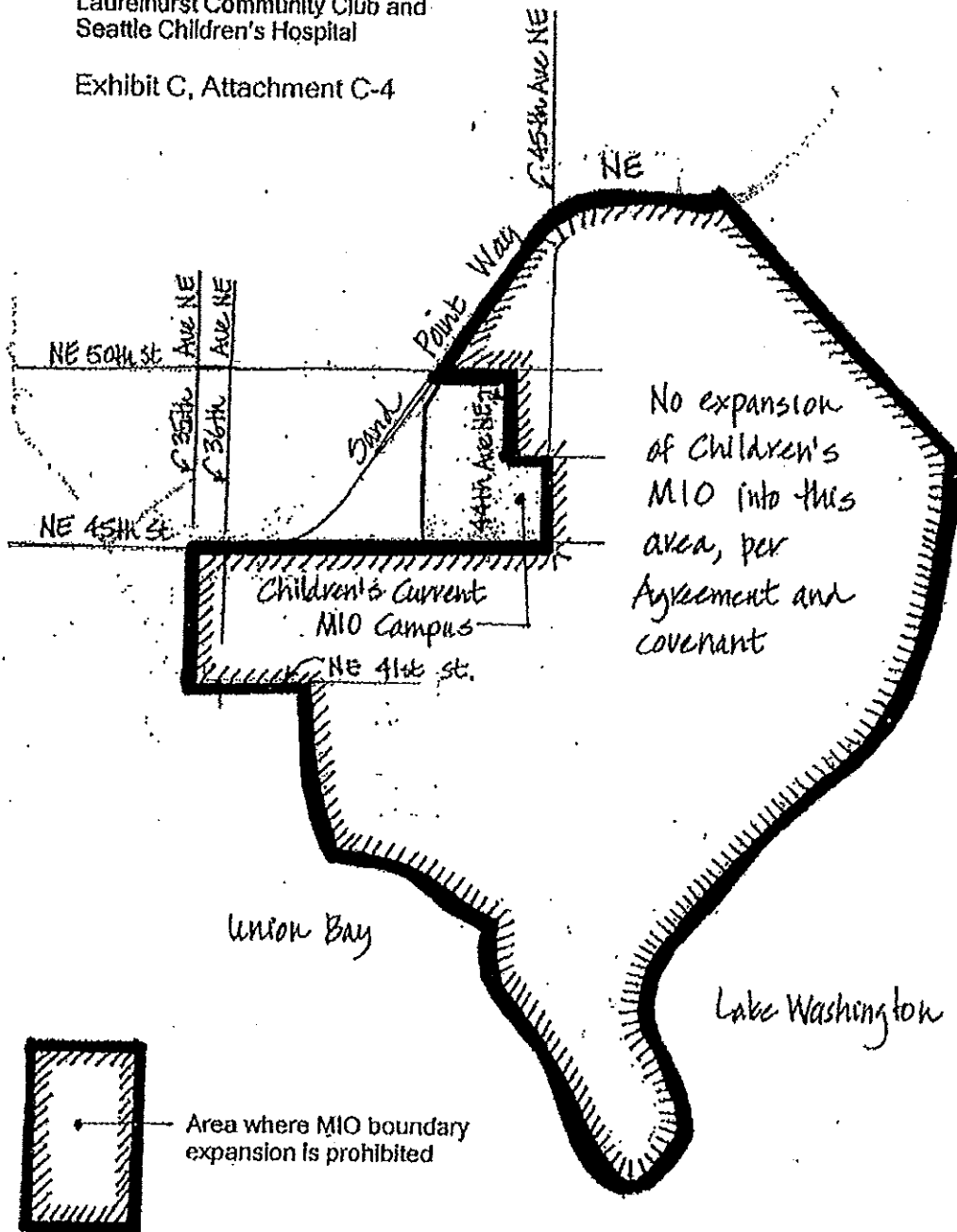


EXHIBIT D

After Filing Return To:
John E. Keegan
Davis Wright Tremaine LLP
1201 Third Avenue, Suite 2200
Seattle, Washington 98101-3045

MEMORANDUM OF AGREEMENT

Parties: Seattle Children's Hospital, a Washington non-profit corporation
The Laurelhurst Community Club, a Washington non-profit corporation

Abbreviated Legal Description: (lot, block and plat name, or section-township-range):

Property A-1: Portion of the West half of the SE quarter of the SW
quarter of Section 10, Township 25N, Range 4 EWM, in King County,
WA.

Property A-2: Portion of Section 10, Township 25N, Range 4 EWM, in
King County, WA.

Property A-3: Portion of the West half of the SE quarter of the SW
quarter of Section 10, Township 25N, Range 4 EWM, in King County,
WA.

Assessor's Property Tax Parcel Account Numbers: #102504-9155 [existing campus]

Reference Numbers of Documents Assigned or Released (if applicable): N/A

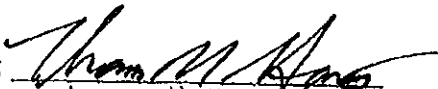
Memorandum of Agreement

This is a Memorandum of an Agreement dated 3 February 2010, that has been entered into between Seattle Children's Hospital, a Washington non-profit corporation, and The Laurelhurst Community Club, a Washington non-profit corporation, relating to the agreed terms and conditions for a Master Plan development on the properties described in Attachments D-1 and D-3, and relating also to further terms and conditions for the property described in Attachment D-2, which descriptions are attached to this Memorandum and incorporated by reference.

A copy of this Agreement has been placed in the Seattle City Council files for the Application of Seattle Children's Hospital, CF 308884.

This Memorandum is made by the parties to impart notice of the existence of the Agreement which by its terms is binding on the Parties, and their successors and assigns.

SEATTLE CHILDREN'S HOSPITAL,
a Washington non-profit corporation

By: 
Name: Thomas N. Hansen, M.D.
Its: CEO

THE LAURELHURST COMMUNITY CLUB,
a Washington non-profit corporation

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 3rd day of Feb, 2010, before me, a Notary Public in and for the State of Washington, personally appeared Thomas N Hansen, MD personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he/she was authorized to execute the instrument as the CEO of SEATTLE CHILDREN'S HOSPITAL, a Washington nonprofit corporation; acknowledged said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Maggi L. Murphy
NOTARY PUBLIC in and for the State
of Washington, residing at Seattle, WA
My appointment expires 14 June 2011
Print Name Maggi L. Murphy

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Memorandum of Agreement

This is a Memorandum of an Agreement dated _____, 2010, that has been entered into between Seattle Children's Hospital, a Washington non-profit corporation, and The Laurelhurst Community Club, a Washington non-profit corporation, relating to the agreed terms and conditions for a Master Plan development on the properties described in Attachments D-1 and D-3, and relating also to further terms and conditions for the property described in Attachment D-2, which descriptions are attached to this Memorandum and incorporated by reference.

A copy of this Agreement has been placed in the Seattle City Council files for the Application of Seattle Children's Hospital, CF 308884.

This Memorandum is made by the parties to impart notice of the existence of the Agreement which by its terms is binding on the Parties, and their successors and assigns.

SEATTLE CHILDREN'S HOSPITAL,
a Washington non-profit corporation

By: _____
Name: _____
Its: _____

THE LAURELHURST COMMUNITY CLUB,
a Washington non-profit corporation

By: Jeannie Hale
Name: Jeannie Hale
Its: President

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this ____ day of _____, 2010, before me, a Notary Public in and for the State of Washington, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he/she was authorized to execute the instrument as the _____ of SEATTLE CHILDREN'S HOSPITAL, a Washington nonprofit corporation; acknowledged said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My appointment expires _____
Print Name _____

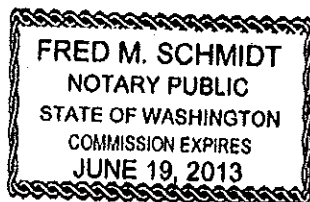
STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this 31st day of January, 2010, before me, a Notary Public in and for the State of Washington, personally appeared Jeannie Hale, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that ~~he~~ she was authorized to execute the instrument as the President of THE LAURELHURST COMMUNITY CLUB, a Washington non-profit corporation, acknowledged said instrument to be ~~his~~ her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Fred M. Schmidt
NOTARY PUBLIC in and for the State
of Washington, residing at Seattle, WA
My appointment expires June 19, 2013
Print Name Fred M. Schmidt

Attachment D-1

EXISTING CAMPUS

PARCEL A

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING ON THE EASTERLY LINE OF SAID SUBDIVISION AT A POINT 858.20 FEET NORTHERLY OF THE SOUTHEAST CORNER THEREOF; THENCE WEST 271.44 FEET, MORE OR LESS TO THE WESTERLY LINE OF BLOCK 1, GWINN'S LAURELHURST MANOR ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 41 OF PLATS, PAGE 27, IN KING COUNTY, WASHINGTON; THENCE NORTH 0°28'19" EAST ALONG THE NORTHERLY PRODUCTION OF SAID WESTERLY LINE TO THE SOUTHEASTERLY LINE OF SAND POINT WAY; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE TO THE SOUTHERLY LINE OF NORTHEAST 50TH STREET; THENCE EASTERLY ALONG SAID SOUTHERLY LINE TO THE EASTERLY LINE OF SAID SUBDIVISION; THENCE SOUTHERLY ALONG SAID EASTERLY LINE 630 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL B:

THE WEST 5.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; EXCEPT THE NORTH 30.00 FEET THEREOF; AND EXCEPT THE SOUTH 25 FEET THEREOF.

PARCEL C:

BLOCKS 1, 2, 3, 4, 5 AND 6, GWINN'S LAURELHURST MANOR ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 41 OF PLATS, PAGE 27, IN KING COUNTY, WASHINGTON.

PARCEL D:

THOSE PORTIONS OF 42ND AVENUE NORTHEAST, 43RD AVENUE NORTHEAST, 44TH AVENUE NORTHEAST AND NORTHEAST 47TH STREET, VACATED UNDER ORDINANCE NO. 76010 OF THE CITY OF SEATTLE.

Attachment D-2

HARTMANN

THAT PORTION OF SECTION 10 TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THE SOUTH 309 FEET OF THE NORTH 964.29 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10, LYING EAST OF THE NORTHERN PACIFIC RAILROAD RIGHT-OF-WAY, AND WESTERLY OF THE WESTERLY MARGIN OF SAND POINT WAY AS ESTABLISHED IN KING COUNTY SUPERIOR COURT CAUSE NO. 292659 UNDER ORDINANCE NO. 52478 OF THE CITY OF SEATTLE.

Attachment D-3

LAURELON TERRACE

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH ALONG WEST LINE THEREOF TO ITS INTERSECTION WITH THE SOUTHEASTERLY LINE OF SAND POINT WAY; THENCE NORTH 35°10'24" EAST ALONG SAID SOUTHEASTERLY LINE, TO ITS INTERSECTION WITH THE WEST LINE OF BLOCK 1 OF GWINN'S LAURELHURST MANOR ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 41 OF PLATS, PAGE 27, IN KING COUNTY, WASHINGTON, PRODUCED NORTH; THENCE SOUTH ALONG SAID PRODUCED WEST LINE OF BLOCK 1 AND THE WEST LINE OF SAID BLOCK 1 TO THE SOUTH LINE OF SAID SUBDIVISION; THENCE WEST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING; EXCEPT THE SOUTH 30 FEET FOR EAST 45TH STREET; EXCEPT PORTION THEREOF LYING WITHIN 40TH AVENUE NORTHEAST; EXCEPT THAT PORTION THEREOF LYING WITHIN THE ALLEY ADJOINING TO THE WEST LINE OF SAID BLOCK 1, GWINN'S LAURELHURST MANOR ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 41 OF PLATS, PAGE 27, IN KING COUNTY, WASHINGTON. EXCEPT A STRIP OF PARCEL OF LAND 50 FEET IN WIDTH OVER AND ACROSS A PORTION OF THE SOUTHEAST QUARTER OF THAT SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, THE CENTERLINE OF WHICH SAID STRIP IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE ON THE WEST LINE THEREOF NORTH 0°25'38" WEST 235.54 FEET; THENCE NORTH 89°34'22" EAST 30 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID POINT NORTH 89°34'22" EAST 129 FEET TO A POINT OF CURVE TO THE LEFT; THENCE WITH A RADIUS OF 42.50 FEET FOLLOWING THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90° FOR A DISTANCE OF 68.76 FEET TO A POINT OF TANGENCY; THENCE ON SAID TANGENT NORTH 0°25'38" WEST 179.85 FEET TO A POINT OF CURVE TO THE RIGHT; THENCE WITH A RADIUS OF 204 FEET FOLLOWING THE ARC OF SAID CURVE IN A NORTHERLY DIRECTION THROUGH A CENTRAL ANGLE OF 27°32'09" FOR A DISTANCE OF 98.04 FEET TO A POINT OF TANGENCY; THENCE ON SAID TANGENT NORTH 27°08'31" EAST 111.02 FEET TO A POINT OF CURVE TO THE LEFT; THENCE WITH A RADIUS OF 330 FEET FOLLOWING THE ARC OF SAID CURVE IN A NORTHERLY DIRECTION THROUGH A CENTRAL ANGLE OF 13°08'00" FOR A DISTANCE OF 75.84 FEET TO A POINT OF COMPOUND CURVE; THENCE WITH A RADIUS OF 98.94 FEET FOLLOWING THE ARC OF SAID CURVE TO THE LEFT IN A NORTHERLY DIRECTION THROUGH A CENTRAL ANGLE OF 69°00'00" FOR A DISTANCE OF 119.15 FEET TO A POINT OF TANGENCY; THENCE ON SAID TANGENT NORTH 55°01'29" WEST 58.75 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAND POINT WAY; AND EXCEPT THE WEST 30 FEET OF THE NORTH 368 FEET OF THE SOUTH 398 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON.